

**Town of Jerome 655 Holly Avenue**

**EMPLOYEE RENTAL AGREEMENT for RESIDENTIAL  
PROPERTY of TOWN-OWNED HOUSE**

The Town of Jerome, a municipal corporation, herein referred to as "Lessor" or "Town," does hereby authorize the Town employee William Blodgett as "Lessee," to occupy 655 Holly Avenue in the Town of Jerome, Parcel No. 401-07-080A, as shown on attached Exhibit A (sometimes referred to as the "Premises") pursuant to the terms of this Employee Rental agreement ("Agreement").

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**1) Term of the Agreement**

The term of this Agreement will be for a period of six (6) months, commencing August 23, 2022 (the "Term"). Either party may terminate this Agreement by sending written notice of such action at least one (1) month prior to the intended effective date of cancellation. Following the initial six (6) month period, the term of the Agreement shall be month-to-month with either party able to terminate with a 2-week prior written notice.

**2) Rental Rate**

The rental rate ("Rent") is established by the Town of Jerome at \$1,000.00 month, payable by check or money order made payable to **the Town of Jerome**. The Rent will become due and payable commencing October 5, 2022 and be due by the **fifth** day of each month thereafter.

**3) Rental Rate Adjustment**

Both parties agree that there is a mutual benefit to updating and providing general maintenance on the home at 655 Holly Avenue. In recognition of such, the amount of monthly Rent will be adjusted based on the amount of updating and general maintenance provided by the Lessee. The Lessee will track and record hours of work and type of work performed in accordance with the attached maintenance list (Exhibit B). The Lessee and the Town Manager shall reconcile the monthly Rent for acceptable work done by the Lessee on or before the first business day of the month following the month in which the work is done. Once the maximum cost for a line item/action item set forth on Exhibit B is exhausted no additional amounts shall be credited against the monthly Rent, but the work described by the line item/action on Exhibit B shall nevertheless be completed. The adjusted Rent amount (after deducting amounts credited for work done by Lessee shall be due on or before the fifth day of the following month for which work was performed.

**4) Cancellation Clause**

This agreement is subject to cancellation based on the terms outlined in this Agreement and within 60-days upon separation of employment by the Lessee with the Town of Jerome.

## 5) Use of Subject

The Premises are for the sole use of Lessee, and shall only be used for the purpose of in-Town housing for the Lessee and his immediate family. Lessee shall make no alterations, addition or improvement or demolition without first obtaining written permission from the Lessor. Lessor hereby approves the work described on Exhibit B. Lessee also agrees to use the Premises without creating or causing to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of the Premises for any illegal or immoral purposes. Lessee shall comply with all State laws or local ordinances concerning the Premises and the use thereof. Lessee agrees that use of the Premises shall be conducted in such manner so as to insure the quiet enjoyment of the neighboring properties. Lessee understands and agrees to the parking regulations and will only use the designated parking area provided by the lessor.

## 6) Improvements to the Premises

If Lessee desires to construct improvements on the Premises outside of Exhibit B, Lessee shall first submit a request in writing to Lessor. Moreover, all new permanent / semi-permanent fixtures purchased and installed on the Premises in accordance with Exhibit B or outside of Exhibit B, must be approved by the Town Manager, including but not limited to: plumbing fixtures, electrical fixtures, flooring, doors, windows, counters, vanities, cabinets and doors. Upon approval, for items of work not set forth on Exhibit B the Town will pay directly for said fixtures. Lessee shall have written permission from Lessor prior to the start of any said construction that is not in accordance with Exhibit B and the provisions of this Agreement. On or before termination of this Agreement, if directed by the Lessor, Lessee at Lessee's expense shall remove any and all improvements placed on the Premises (other than as required by **Exhibit B**) by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should it be the Lessee's desire to allow said improvements to remain on the Premises and the Lessor does not object to said improvements remaining on the Premises, the improvements shall become the sole and separate property of the Lessor at no cost to Lessor.

## 7) Repairs to the Premises

Lessor shall perform repairs and maintenance necessary to keep the Premises in a fit and habitable condition. Lessee is expected to perform all repairs and maintenance as may from time to time be required, except those required as a result of Town action. The Town Manager will determine (i) if the maintenance / repair is part of the initial maintenance improvements (**Exhibit B**), in which case the Town will use the costs of such repairs as a Rent credit pursuant to Section 3 of this Agreement, or (ii) if the maintenance / repair is necessary because of general day-to-day wear from the Lessee, in which case the Lessee will pay for said repair.

## 8) Maintenance of Subject Property

Lessee shall keep the Premises in a neat, clean and orderly condition at all times during occupancy, including the watering, weeding and trimming of shrubs, trees, lawns, planters, and other landscaped areas and not permit debris to accumulate at any time, not to commit, suffer or permit any waste on or about the Premises or any acts to be committed in violation of any laws or ordinances.

## 9) Mechanics Liens

Lessee shall keep the Premises free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

**10) Untenantable Premises Due to Damage**

That in the event the Premises is partially damaged or totally destroyed by flood, accident or acts of God, the Lessor shall have the option to terminate this Agreement by delivering written Notice of Immediate Termination to Lessee.

**11) Right of Entry by Lessor**

The Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies to be made from time to time, thereby Lessor specifically reserves a right of entry to occupied lands at any and all reasonable times, with 48-hours notice for such purposes as shall be required by Lessor.

**12) Inspections by Lessor**

Lessor reserves the right to inspect the Premises periodically to determine the general condition and upkeep of the Premises. Lessor will give Lessee not less than two-days notice of such inspection. Lessee will not unreasonably withhold permission for such inspection

**13) Liability of Lessor**

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee. Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils that is not the direct result of negligence by the Lessor.

Lessee shall hold and save harmless Lessor, and any of its officials, officers departments, agencies, board commissions, agents, or employees from all cost and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers or any third parties willful or negligent act during occupancy of the Premises.

The Lessee shall provide evidence of liability insurance by submitting a certificate of insurance that shall name the Town of Jerome and its officials, officers, employees and agents as additional insured and shall be provided to the Town Manager along with this signed Agreement prior to occupying the Premises.

Liability - \$300,000.00

Medical Payments to Others - \$10,000.00

And Personal Property Rental Contents insurance suitable to cover Lessee's contents and personal property.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town of Jerome in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee entirely

from any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers or any third parties willful or negligent act during occupancy of the the Premises.

#### **14) Utilities**

Lessee shall pay for connecting all utilities to the Premises and for all utility costs during the Term of this agreement. The utilities to the home will be in the name of the Lessee and the Lessee will directly pay for all utilities during the Term of this Agreement.

#### **15) Prior Lease and Agreements**

That in the event there is any prior or existing lease or rental agreement covering the Premises, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

#### **16) Sale or Rental of the Premises by Lessor**

Lessee agrees in the event Lessor desires to sell the Premises, Lessee will make no claim to prevent such sale. Lessee further agrees that in the event the Lessor requires the Premises to be rented to a Town employee who has a residency requirement and desires use of the Premises that Lessee will make no claim to prevent such use.

#### **17) Assignment of Agreement of Lessee**

Lessee shall not assign his interest herein, and shall not sublease the Premises or permit same to be used by unauthorized person or firm.

#### **18) Nondiscrimination Regulations**

Lessee for him/herself, his/her personal representatives, successors in interest and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises and (2) in the construction of any improvements on, over or under such land and the furnishings of services thereon, no person on the grounds of race, color, creed, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. .

#### **19) Default by Lessee**

Should Lessee default on any term or condition of this Agreement, specifically failure to submit the monthly Rent payment as specified, This Agreement shall terminate in thirty (30) days. In the event of default by Lessee due to excessive damage to the Premises or illegal activity being conducted thereof, this Agreement shall terminate in seven (7) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, the prevailing party in any dispute shall be paid by the non-prevailing party, courts costs and attorney's fees in a reasonable sum in any legal action relating to the Agreement .

#### **20) Return of the Premises to Lessor**

Upon vacating the Premises, Lessee agrees to leave the Premises in as good a condition or better than existed upon completion of the maintenance / update items in Exhibit B, allowing for ordinary and normal usage during occupancy, and to reimburse Lessor for any damage done to

DATE: August 23, 2022

the Premises caused by Lessee's occupation or tenancy, other than due to normal use. Nothing herein shall be deemed a waiver of any rights to Lessor to demand and obtain possession of said Premises in accordance with the law in the event of a violation on part of Lessee of any of the terms and conditions hereof.

**21) Addenda**

That any addenda to this Agreement are by this reference made a part hereof as though fully set forth herein.

**22) Addresses of Lessor and Lessee**

That any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered to the other party or forwarded by registered mail, postage paid, addressed as follows:

**To Lessor at:**

Town of Jerome  
Town Manager's Office  
P.O. Box 335  
Jerome, AZ 86331  
(928) 634-7943

**To Lessee at:**

655 Holl  
Jerome, AZ 86331  
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( ) \_\_\_\_\_

Brett Klein  
\_\_\_\_\_  
Signature (Lessor) Town Manager

[Signature]  
\_\_\_\_\_  
Signature (Lessee)

Date 8/23/2022

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